

EXHIBIT D
Government of Guam
FY2016 MEDICAL and DENTAL RATES

GovGuam FY16 Monthly Medical Rates				
	Class	Total Rate	Total Rate	Total Rate
HSA2000 Plan		SelectCare 2000	TakeCare 2000	NetCare 2000
Active	1	\$118.00	141.74	116.98
	2	\$246.00	294.33	242.87
	3	\$207.00	247.80	204.47
	4	\$344.00	409.01	337.52
Retiree	1	\$632.48	550.00	549.11
	2	\$1,336.94	1,164.33	1,162.40
	3	\$894.00	954.86	953.25
	4	\$1,508.00	1,613.68	1,611.02
PPO1500 Plan		SelectCare 1500	TakeCare 1500	NetCare 1500
Active	1	270.00	294.51	262.70
	2	562.00	610.93	545.42
	3	471.00	513.48	459.17
	4	782.00	848.50	757.97
Retiree	1	894.44	737.19	763.64
	2	1,898.62	1,560.85	1,616.55
	3	1,258.00	1,279.30	1,325.68
	4	2,119.00	2,162.21	2,240.45
RSP		SelectCare RSP	TakeCare RSP	NetCare RSP
	1	297.00	516.40	550.68
	2	594.00	1,093.23	1,171.76
GovGuam FY16 Monthly Dental Rates				
	Class	Total Rate	Total Rate	Total Rate
		SelectCare	TakeCare	NetCare
Active	1	34.00	34.28	34.08
	2	77.00	78.53	77.48
	3	61.00	63.04	61.97
	4	103.00	106.17	104.33
Retiree	1	34.00	34.28	34.08
	2	77.00	78.53	77.48
	3	61.00	63.04	61.97
	4	103.00	106.17	104.33

CLASS

1 - Employee/Retiree/Survivor only

2 - Employee/Retiree/Survivor + Spouse Only

3 - Employee/Retiree/Survivor + Child (ren) Only - no spouse

4 - Employee/Retiree/Survivor and Family - spouse or common + child(ren)

EXHIBIT E - ENROLLMENT DATA

MEDICAL PLANS

October 2014	EE	EE + SP	EE + CHILD(REN)	EE + FAMILY	DEPS
HSA2000 ACTIVE MEDICAL	1595	193	488	535	2943
PPO1500 ACTIVE MEDICAL	2281	456	1090	1204	6976
HSA2000 RETIREE MEDICAL	761	112	47	60	347
PPO1500 RETIREE MEDICAL	1870	405	208	211	1382
November 2014	EE	EE + SP	EE + CHILD(REN)	EE + FAMILY	DEPS
HSA2000 ACTIVE MEDICAL	1605	198	488	539	2963
PPO1500 ACTIVE MEDICAL	2283	453	1094	1216	7027
HSA2000 RETIREE MEDICAL	760	114	47	59	345
PPO1500 RETIREE MEDICAL	1879	404	209	216	1394
December 2014	EE	EE + SP	EE + CHILD(REN)	EE + FAMILY	DEPS
HSA2000 ACTIVE MEDICAL	1619	191	485	540	2952
PPO1500 ACTIVE MEDICAL	2293	450	1092	1220	7045
HSA2000 RETIREE MEDICAL	762	116	47	59	347
PPO1500 RETIREE MEDICAL	1878	405	209	213	1385
January 2015	EE	EE + SP	EE + CHILD(REN)	EE + FAMILY	DEPS
HSA2000 ACTIVE MEDICAL	1634	192	490	539	2957
PPO1500 ACTIVE MEDICAL	2305	451	1101	1222	7085
HSA2000 RETIREE MEDICAL	764	117	48	62	356
PPO1500 RETIREE MEDICAL	1883	405	213	212	1390
February 2015	EE	EE + SP	EE + CHILD(REN)	EE + FAMILY	DEPS
HSA2000 ACTIVE MEDICAL	1642	191	494	544	2984
PPO1500 ACTIVE MEDICAL	2313	456	1106	1216	7070
HSA2000 RETIREE MEDICAL	780	118	50	62	361
PPO1500 RETIREE MEDICAL	1905	409	214	215	1409
March 2015	EE	EE + SP	EE + CHILD(REN)	EE + FAMILY	DEPS
HSA2000 ACTIVE MEDICAL	1649	222	579	749	2801
PPO1500 ACTIVE MEDICAL	2319	507	1382	1841	6469
HSA2000 RETIREE MEDICAL	772	128	55	66	345
PPO1500 RETIREE MEDICAL	1911	424	234	258	1366
April 2015	EE	EE + SP	EE + CHILD(REN)	EE + FAMILY	DEPS
HSA2000 ACTIVE MEDICAL	1646	224	577	746	2795
PPO1500 ACTIVE MEDICAL	2322	505	1384	1831	6448
HSA2000 RETIREE MEDICAL	775	128	56	66	346
PPO1500 RETIREE MEDICAL	1909	422	237	259	1370
May 2015	EE	EE + SP	EE + CHILD(REN)	EE + FAMILY	DEPS
HSA2000 ACTIVE MEDICAL	1645	221	578	744	2787
PPO1500 ACTIVE MEDICAL	2314	510	1393	1826	6440
HSA2000 RETIREE MEDICAL	775	126	56	66	341
PPO1500 RETIREE MEDICAL	2014	422	234	259	1373
June 2015	EE	EE + SP	EE + CHILD(REN)	EE + FAMILY	DEPS
HSA2000 ACTIVE MEDICAL	1635	577	566	746	2779
PPO1500 ACTIVE MEDICAL	2334	515	1412	1813	6406
HSA2000 RETIREE MEDICAL	775	126	55	65	339
PPO1500 RETIREE MEDICAL	1902	427	235	257	1382

July 2015	EE	EE + SP	EE + CHILD(REN)	EE + FAMILY	DEPS
HSA2000 ACTIVE MEDICAL	1617	219	570	751	2779
PPO1500 ACTIVE MEDICAL	2295	505	1389	1785	6401
HSA2000 RETIREE MEDICAL	776	122	55	65	338
PPO1500 RETIREE MEDICAL	1901	424	235	257	1380
August 2015	EE	EE + SP	EE + CHILD(REN)	EE + FAMILY	DEPS
HSA2000 ACTIVE MEDICAL	1639	219	568	756	2805
PPO1500 ACTIVE MEDICAL	2302	505	1390	1781	6400
HSA2000 RETIREE MEDICAL	775	122	55	65	338
PPO1500 RETIREE MEDICAL	1903	424	235	257	1381
September 2015	EE	EE + SP	EE + CHILD(REN)	EE + FAMILY	DEPS
HSA2000 ACTIVE MEDICAL	1647	219	573	753	2820
PPO1500 ACTIVE MEDICAL	2301	508	1394	1791	6411
HSA2000 RETIREE MEDICAL	777	122	68	63	338
PPO1500 RETIREE MEDICAL	1910	426	235	256	1382
October 2015	EE	EE + SP	EE + CHILD(REN)	EE + FAMILY	DEPS
HSA2000 ACTIVE MEDICAL	1561	220	545	717	2689
PPO1500 ACTIVE MEDICAL	2423	586	1472	1927	7129
HSA2000 RETIREE MEDICAL	691	97	41	58	320
PPO1500 RETIREE MEDICAL	1868	434	221	219	1402
RSP MEDICAL	246	63	29	40	65
November 2015	EE	EE + SP	EE + CHILD(REN)	EE + FAMILY	DEPS
HSA2000 ACTIVE MEDICAL	1565	222	552	728	2700
PPO1500 ACTIVE MEDICAL	2429	584	1482	1942	7153
HSA2000 RETIREE MEDICAL	690	98	41	57	319
PPO1500 RETIREE MEDICAL	1874	432	219	222	1405
RSP MEDICAL	244	63	29	40	65
December 2015	EE	EE + SP	EE + CHILD(REN)	EE + FAMILY	DEPS
HSA2000 ACTIVE MEDICAL	1562	223	559	736	2708
PPO1500 ACTIVE MEDICAL	2433	589	1477	1966	7167
HSA2000 RETIREE MEDICAL	691	98	42	57	320
PPO1500 RETIREE MEDICAL	1877	434	219	223	1409
RSP MEDICAL	244	64	31	40	66
January 2016	EE	EE + SP	EE + CHILD(REN)	EE + FAMILY	DEPS
HSA2000 ACTIVE MEDICAL	1557	221	568	733	2704
PPO1500 ACTIVE MEDICAL	2433	587	1467	1966	7145
HSA2000 RETIREE MEDICAL	694	99	42	57	323
PPO1500 RETIREE MEDICAL	1885	434	219	225	1422
RSP MEDICAL	243	64	31	40	67
February 2016	EE	EE + SP	EE + CHILD(REN)	EE + FAMILY	DEPS
HSA2000 ACTIVE MEDICAL	1561	224	565	738	2722
PPO1500 ACTIVE MEDICAL	2450	575	1479	1969	7146
HSA2000 RETIREE MEDICAL	694	98	43	57	322
PPO1500 RETIREE MEDICAL	1887	432	219	225	1422
RSP MEDICAL	242	64	30	40	67

DENTAL PLANS

October 2014	EE	EE + SP	EE + CHILD(REN)	EE + FAMILY	DEPS
ACTIVE DENTAL	3364	521	1492	1626	9277
RETIREE DENTAL	1900	345	218	242	1428
November 2014	EE	EE + SP	EE + CHILD(REN)	EE + FAMILY	DEPS
ACTIVE DENTAL	3369	525	1499	1639	9349
RETIREE DENTAL	1906	346	218	246	1437
December 2014	EE	EE + SP	EE + CHILD(REN)	EE + FAMILY	DEPS
ACTIVE DENTAL	3387	517	1493	1647	9363
RETIREE DENTAL	1909	348	217	244	1430
January 2015	EE	EE + SP	EE + CHILD(REN)	EE + FAMILY	DEPS
ACTIVE DENTAL	3410	519	1507	1649	9415
RETIREE DENTAL	1915	348	222	246	1443
February 2015	EE	EE + SP	EE + CHILD(REN)	EE + FAMILY	DEPS
ACTIVE DENTAL	3425	522	1514	1646	9420
RETIREE DENTAL	1938	354	225	248	1468
March 2015	EE	EE + SP	EE + CHILD(REN)	EE + FAMILY	DEPS
ACTIVE DENTAL	3446	584	1857	2485	8686
RETIREE DENTAL	1949	372	244	299	1418
April 2015	EE	EE + SP	EE + CHILD(REN)	EE + FAMILY	DEPS
ACTIVE DENTAL	3451	587	1857	2473	8664
RETIREE DENTAL	1948	370	248	300	1423
May 2015	EE	EE + SP	EE + CHILD(REN)	EE + FAMILY	DEPS
ACTIVE DENTAL	3445	587	1869	2466	8653
RETIREE DENTAL	2053	368	248	300	1422
June 2015	EE	EE + SP	EE + CHILD(REN)	EE + FAMILY	DEPS
ACTIVE DENTAL	3458	950	1876	2455	8610
RETIREE DENTAL	1950	373	247	296	1424
July 2015	EE	EE + SP	EE + CHILD(REN)	EE + FAMILY	DEPS
ACTIVE DENTAL	3403	582	1859	2440	8604
RETIREE DENTAL	1950	367	247	296	1422
August 2015	EE	EE + SP	EE + CHILD(REN)	EE + FAMILY	DEPS
ACTIVE DENTAL	3434	582	1863	2441	8629
RETIREE DENTAL	1951	366	247	296	1422
September 2015	EE	EE + SP	EE + CHILD(REN)	EE + FAMILY	DEPS
ACTIVE DENTAL	3437	585	1873	2434	8651
RETIREE DENTAL	1955	368	260	293	1423
October 2015	EE	EE + SP	EE + CHILD(REN)	EE + FAMILY	DEPS
ACTIVE DENTAL	3473	665	1949	2497	9333
RETIREE DENTAL	1863	348	222	254	1423
November 2015	EE	EE + SP	EE + CHILD(REN)	EE + FAMILY	DEPS
ACTIVE DENTAL	3483	666	1959	2522	9364
RETIREE DENTAL	1868	347	222	256	1423
December 2015	EE	EE + SP	EE + CHILD(REN)	EE + FAMILY	DEPS
ACTIVE DENTAL	3490	671	1958	2556	9386
RETIREE DENTAL	1872	348	223	257	1428
January 2016	EE	EE + SP	EE + CHILD(REN)	EE + FAMILY	DEPS
ACTIVE DENTAL	3484	669	1953	2551	9354
RETIREE DENTAL	1880	351	224	259	1446
February 2016	EE	EE + SP	EE + CHILD(REN)	EE + FAMILY	DEPS
ACTIVE DENTAL	3506	662	1958	2556	9370
RETIREE DENTAL	1883	350	225	259	1447

EXHIBIT F - Claims Data for FY2014, FY2015, and FY2016 YTD

Medical/Prescription Drug Claims

FY2014 Claims	Medical		Prescription Drug		Grand Total
	1500	2000	1500	2000	
2013-10	108,266	17,354	353,980	5,256	484,857
2013-11	1,147,412	110,094	846,701	13,988	2,118,194
2013-12	1,684,555	295,804	842,159	29,078	2,851,596
2014-1	2,760,401	483,429	911,962	45,041	4,200,832
2014-2	2,394,453	385,357	955,654	58,181	3,793,645
2014-3	2,504,266	392,891	842,100	35,970	3,775,228
2014-4	2,176,139	466,764	1,232,276	59,119	3,934,297
2014-5	3,665,671	1,022,092	859,925	46,288	5,593,976
2014-6	3,182,399	690,318	1,069,022	54,139	4,995,879
2014-7	3,204,277	738,071	1,110,597	64,218	5,117,164
2014-8	2,988,538	578,205	1,125,804	85,630	4,778,177
2014-9	2,967,532	1,064,133	1,223,934	78,136	5,333,734
2014-10	3,506,951	895,550	614,470	56,720	5,073,691
2014-11	2,234,826	410,243	43,707	22,324	2,711,100
2014-12	473,671	185,052	8,117	515	667,356

FY2015 Claims	Medical		Prescription Drug		Grand Total
	1500	2000	1500	2000	
2014-10	47,616	21,580	565,436	3,555	638,187
2014-11	733,949	125,672	1,178,496	23,641	2,061,757
2014-12	1,715,113	318,102	1,035,254	28,274	3,096,743
2015-1	2,164,078	316,113	340,158	7,922	2,828,270
2015-2	3,029,480	422,342	2,133,635	53,689	5,639,146
2015-3	3,080,445	753,946	1,138,219	80,299	5,052,908
2015-4	3,133,201	887,157	1,274,233	60,939	5,355,530
2015-5	3,301,899	670,657	729,001	60,223	4,761,780
2015-6	3,529,470	669,396	1,828,774	133,093	6,160,733
2015-7	3,775,388	693,696	671,724	88,833	5,229,641
2015-8	3,248,545	859,924	1,989,086	182,259	6,279,814
2015-9	3,726,526	796,979	1,377,882	147,100	6,048,487
2015-10	3,179,307	822,012	794,297	65,469	4,861,084
2015-11	1,849,886	288,948	55,206	18,518	2,212,558
2015-12	1,031,173	234,844	12,748	1,399	1,280,164

FY2016 Claims	Medical			Prescription Drug			Grand Total
	1500	2000	RSP	1500	2000	RSP	
2015-10	342,034	52,784	175	756,957	31,484	3,698	1,187,132
2015-11	1,213,923	206,676	3,028	1,111,106	33,729	10,168	2,578,630
2015-12	2,294,712	421,956	6,532	1,367,592	24,602	11,128	4,126,521

Dental Claims

FY2014 Claims	
Month Paid	Dental
2013-10	22,238
2013-11	499,767
2013-12	264,673
2014-1	349,375
2014-2	626,288
2014-3	297,221
2014-4	368,016
2014-5	462,204
2014-6	399,867
2014-7	410,466
2014-8	393,175
2014-9	361,652
2014-10	420,569
2014-11	88,730
2014-12	18,099
2015-1	1,177
2015-2	3,496

FY2015 Claims	
Month Paid	Dental
2014-10	42,765
2014-11	367,338
2014-12	374,643
2015-1	502,378
2015-2	496,729
2015-3	462,363
2015-4	371,054
2015-5	372,096
2015-6	364,863
2015-7	554,962
2015-8	396,802
2015-9	476,369
2015-10	351,285
2015-11	76,094
2015-12	57,696

FY2016 Claims	
Month Paid	Dental
2015-10	184,542
2015-11	370,324
2015-12	392,985

EXHIBIT G

MEDICAL PLAN DESIGNS

The following outlines the proposed FY17 core level of benefits with updates required for PPACA required changes, plus the additional alternative plan features requested.

The Government of Guam requires a quote for the following four proposed FY17 plans:

1. PPO Plan with a \$1,500 annual deductible /\$3,000 annual family deductible and
2. HSA Plan with a \$2,000 annual deductible /\$4,000 annual family deductible.
3. Retiree Supplemental Plan
4. Foster Child(ren) Plan with in-network coverage only and no cost sharing

HSA2000		
Important Information about your coverage	When you go to PARTICIPATING Providers	When you go to NON-PARTICIPATING Provider
Deductible per individual member	\$2,000	\$4,000
Deductible Per Family If an individual member of a family meets \$2600 in covered expenses, the Plan begins to pay for covered expenses for that individual.	\$4,000	\$12,000
Coverage Maximums Individual member annual maximum	None	
Out-of-Pocket Maximums (including accumulated deductible) Per Individual member per policy year Per Family per policy year	\$4,000 \$12,000	No Maximum No Maximum
Any Services in The Philippines, Hawaii & the U.S. Mainland (Pre-Certification required)	Requires Referral from your Doctor and approval in advance from Plan	

PPO1500		
Important Information about your coverage	When you go to PARTICIPATING Provider	When you go to NON-PARTICIPATING Provider
Deductible per individual member	\$1,500	\$3,000
Deductible Per Family If an individual member of a family meets \$1500 in covered expenses, the plan begins to pay for covered services for that individual.	\$3,000	\$9,000
Coverage Maximums Individual member annual maximum	None	
Out-of-Pocket Maximums (including accumulated deductible) Per Individual member per policy year Per Family per policy year	\$3,000 \$9,000	No Maximum No Maximum
Any Services in The Philippines, Hawaii & the U.S. Mainland (Pre-Certification required)	Requires Referral from your Doctor and approval in advance from Plan	

Retiree Supplemental Plan (RSP)		
Note: This is a supplemental plan for retirees and survivors who are insured with Medicare Parts A&B		
Important Information about your coverage	When you go to Participating Providers RSP PAYS after member share*	When you go to Participating Providers YOU PAY after deductible
Any Services in The Philippines, Hawaii & the U.S. Mainland (Pre-Certification required)	Requires Referral from your Doctor and approval in advance from Plan	
Most Services	80%	20%
Fitness Benefit	100%	Nothing
Vision Hardware	100% up to \$150 per member per year	Nothing

*Member share can be your Medicare Part A or Part B Deductible.

Foster Plan		
Note: This plan will be under an exclusive contract with no deductibles and no cost share for in-network services.		
Important Information about your coverage	When you go to PARTICIPATING Providers	When you go to NON-PARTICIPATING Provider
Deductible per individual member	None	Not covered
Coverage Maximums Individual member annual maximum	None	
Out-of-Pocket Maximums	None	
Any Services in The Philippines, Hawaii & the U.S. Mainland (Pre-Certification required)	Requires Referral from your Doctor and approval in advance from Plan	

See Exhibit S for further details on the current plan designs and required provisions.

Alternative Plan Designs Requested

Please provide the cost differential and proposed rates in dollars for the following on the provided Excel file:

1. Proposal for the same plan details as the Proposed FY17 PPO 1500 plan, but with a \$1,300 annual individual deductible and \$2,600 annual family deductible – all other plan details remain the same.
2. Quotes for two-year contract term for each of the following plans:
 - a) Proposed FY17 PPO1500
 - b) Proposed FY17 HSA2000
 - c) Proposed FY17 Dental
 - d) Retiree Supplemental Plan
 - e) Foster Plan
3. Treatment for TB.
4. Outpatient laboratory covered at 100%.

Notes:

- 1) THE ABOVE IS INTENDED TO BROADLY DEFINE ALL MEDICAL PLANS. IN CASE OF DISCREPANCIES BETWEEN THE ABOVE DESCRIPTION AND THE DESIRED CONTRACTUAL LANGUAGE INCLUDED AS A SEPARATE DOCUMENT, THE CONTRACTUAL LANGUAGE SHALL GOVERN.
- 2) THE NEGOTIATING TEAM RESERVES THE RIGHT TO AMEND OR MODIFY THE BENEFIT PLAN DESIGNS PRIOR TO FINAL CONTRACT NEGOTIATIONS.
- 3) WHERE NO LIMITATION OR MAXIMUM IS SPECIFIED, NONE MAY BE IMPOSED.
- 4) THE NEGOTIATING TEAM'S DECISION ON THE INTERPRETATION OF THE BENEFIT PLAN DESIGN SHALL BE FINAL.

EXHIBIT H

NOTES

1. The level of coverage of the benefits must be based on Usual, Customary, and Reasonable (UCR) charges. Enrollees may be assessed copayments and/or deductibles according to plan design.
2. No limitations may be imposed besides those stated herein. Any change to Specific Limitations on Benefits (Article 3 of the proposed Certificate of Insurance) or Specific Exclusions from Benefits (Article 4 of the proposed Certificate of Insurance, and Exhibit I) must be specified with clarity in proposal.
3. Carriers must submit their rate calculation approach and substantiating data along with proposals.
4. PLEASE NOTE: Offerors must specify with clarity any desired changes to the proposed contract and the proposed certificate of insurance.
5. The audited financial statements must also be submitted along with proposals.
6. In addition to other bona fide legal dependents, the plan must cover children under legal guardianship of the subscriber who meet all other plan requirements. However, the plan may require a court order granting guardianship to the subscriber. Further, the plan is to provide that such children may be enrolled effective the date of the guardianship. Additionally, in accordance with the Patient Protection and Affordable Care Act, dependents must be covered up to age 26. -The plan cannot limit dependent children eligibility by their access to other healthcare.
7. The provider network must include Guam, the Philippines, Hawaii, and the U.S. Mainland.
8. The plan must set out with specificity any changes to the Medical Exclusions stated in Exhibit I. The plan may include coverage for a listed excluded item as the plan desires but is requested to set out such additions with specificity.
9. The plan must include coverage for enrolled employees and their enrolled dependents, to the end of the plan year, if the employee is laid off due to workforce reduction by the Government of Guam, provided the employee pays full premium in accordance with the rules applicable to employees on leave without pay.
10. If a carrier does not contract with the provider of any sole source service on Guam, it must reimburse for the sole source provided by such Guam provider as if sole source provider were a participating provider.
11. Nothing in the carrier's proposal will be incorporated into any contract with GovGuam unless negotiated and specifically agreed to by the Negotiating Team. The carrier's proposal must identify with specificity any differences between the carrier's proposal and the core level of benefits requested, the proposed Agreement and the proposed Certificate of Insurance.
12. The plan must include the PPACA requirements first applicable to plan years beginning on or after January 1, 2014.
13. There are a number of changes to the requested FY2017 basic plan design and alternative plan designs as compared to FY 2016 and prior years. We draw your attention to some but not necessarily all changes here:
 - A number of exclusions have been either eliminated or amended;
 - Quote for a 2 year contract;
 - Treatment for TB
14. It is the intention of this RFP that retiree/survivor enrollees under the RSP will be qualified to enroll in the Dental Plan (Exhibit S-Dental) and the Wellness Plan (Exhibit Y).

EXHIBIT I

MEDICAL EXCLUSIONS

Please see the following for a guide to the list of the requested medical exclusions. This guide is to provide general information of medical exclusions. Please refer to the list of medical exclusions listed on the attached proposed contract as the main listing. Please indicate if any are not applicable to your proposed plans, or if there are any additional exclusions in your proposed plans.

1. No benefits will be paid for Injury or Illness, (a) when the Covered Person is entitled to receive disability benefits or compensation (or forfeits his or her right thereto) under Worker's Compensation or Employer's Liability Law for such Injury or Illness or (b) when Services for an Injury or Illness are rendered to the Covered Person by any federal, state, territorial, municipal or other governmental instrumentality or agency without charge, or (c) when such Services would have been rendered without charge but for the fact that the person is a Covered Person under the Plan.
2. No benefits will be paid if any material statement made in an application for coverage, enrollment of any Dependent or in any claim for benefits is false. Upon identifying any such false statement, Company shall give the Covered Person at least 30 days' notice that his or her benefits have been suspended and that his or her coverage is to be terminated. If the false statement is fraudulent or is an intentional misrepresentation of a material fact, such termination shall be retroactive to the date coverage was provided or continued based on such fraudulent statement or intentional misrepresentation of material fact. If the false statement was not a fraudulent statement or intentional misrepresentation of material fact, termination of coverage shall be effective no earlier than the date of the suspension. The Covered Person may dispute any termination of coverage by filing a claim under the grievance procedure provided for in the Agreement. If a grievance is filed, the resolution of the matter shall be in accordance with the outcome of the grievance proceedings. If no grievance is filed for any retroactive termination and the Company paid benefits prior to learning of any such false statement, the Subscriber must reimburse the Company for such payment. Terminations of coverage shall be handled in accordance with the applicable claims procedure requirements of Section 2719 of the PHSA, as added by PPACA. Retroactive terminations of coverage shall not violate the applicable prohibitions on rescissions of Section 2712 of the PHSA, as added by PPACA, and rescissions shall be handled in compliance with PPACA's applicable claim denial requirements.
3. No benefits will be paid for confinement in a Hospital or in a Skilled Nursing Facility if such confinement is primarily for custodial or domiciliary care. (Custodial or domiciliary care includes that care which consists of training in personal hygiene, routine nursing services and other forms of self-care. Custodial or domiciliary care also includes supervisory services by a Physician or Nurse for a person who is not under specific medical or surgical treatment to reduce his or her disability and to enable that person to live outside an institution providing such care.) Company and not Covered Person shall be liable if the Company approves the confinement, regardless of who orders the service.
4. No benefits will be paid for nursing and home health aide services provided outside of the home (such as in conjunction with school, vacation, work or recreational activities).
5. No benefits will be paid for private Duty Nursing. This provision does not apply to Home Health Care.
6. No benefits will be paid for special medical reports, including those not directly related to treatment of the Member. (e.g., Employment or insurance physicals, and reports prepared in connection with litigation.)
7. No benefits will be paid for services required by third parties, including but not limited to, physical examinations, diagnostic services and immunizations in connection with obtaining or continuing employment, obtaining or maintaining any license issued by a municipality, state, or federal government, securing insurance coverage, travel, school admissions or attendance, including examinations required to participate in athletics, except when such examinations are considered to be part of an appropriate schedule of wellness services.
8. No benefits will be paid for court ordered services, or those required by court order as a condition of parole or probation.
9. No benefits will be paid for Services and supplies provided to a Covered Person for an Injury or Illness resulting from an attempted suicide by that Covered Person unless resulting from a medical condition (including physical or mental health conditions) or from domestic violence.

10. No benefits will be paid for Services and supplies provided in connection with intentionally self-induced or intentionally self-inflicted injuries or illnesses unless resulting from a medical condition (including physical or mental conditions) or from domestic violence.
11. No benefits will be paid for Services and supplies provided to a Covered Person for Injuries incurred while the person was committing a criminal act.
12. Unless otherwise specifically provided in the Agreement, no benefit will be paid for, or in connection with, airfare and the Company will not pay for the transportation from Guam to any off-island facility, nor for any other non-medical expenses such as taxes, taxis, hotel rooms, etc. In no event will the Company pay for air ambulance or for the transportation of the remains of any deceased person.
13. No benefits will be paid for living expenses for Covered Persons who require, or who of their own accord seek, treatment in locations removed from their home.
14. No benefits will be paid for Services and supplies provided to a dependent of a non-Spouse Dependent. Dependents of non-Spouse Dependents are not eligible for coverage. For example, when a Dependent, other than a Spouse of the Subscriber, has a child, that child is a dependent of a non-Spouse Dependent and is not eligible to become covered under the Plan, unless such child otherwise becomes eligible for enrollment.
15. No benefits will be paid for home uterine activity monitoring.
16. No benefits will be paid for services performed by an immediate family member for whom, in the absence of any health benefits coverage, no charge would be made. Immediate family member is defined as parents, spouses, siblings, or children of the insured member.
17. No benefits will be paid for treatment of occupational injuries and occupational diseases, including those injuries that arise out of (or in the course of) any work for pay or profit, or in any way results from a disease or injury which does. If a Member is covered under a Workers' Compensation law or similar law, and submits proof that the Member is not covered for a particular disease or injury under such law, that disease or injury will be considered "nonoccupational" regardless of cause. The Covered Benefits under the Group Health Insurance Certificate for Members eligible for Workers' Compensation are not designed to duplicate any benefit to which they are entitled under Workers' Compensation Law. All sums payable for Workers' Compensation services provided under the Group Health Insurance Certificate shall be payable to, and retained by Company. Each Member shall complete and submit to Company such consents, releases, assignments and other documents reasonably requested by Company in order to obtain or assure reimbursement under the Workers' Compensation Law
18. No benefits will be paid for:
 - a) Drugs or substances not approved by the Food and Drug Administration (FDA), or
 - b) Drugs or substances not approved by the FDA for treatment of the illness or injury being treated unless empirical clinical studies have proven the benefits of such drug or substance in treating the illness or injury.
19. No benefits will be paid for experimental or Investigational treatments and Procedures, or ineffective surgical, medical, psychiatric, or dental treatments or procedures, research studies, or other experimental or investigational treatments and procedures or pharmacological regimes, unless deemed medically necessary by patient's physician and pre-authorized by Company.

Experimental and investigational treatments and procedures are those medical treatments and procedures that have not successfully completed a Phase III trial, have not been approved by the FDA and are not generally recognized as the accepted standard treatment for the disease or condition from which the patient suffers.

Experimental and investigational treatments include off label therapies. Off-label therapies are those medical therapies that use a FDA approved drug or procedure for a non-indicated use. Also, these Experimental or investigational medical and surgical procedures, equipment, and items or medications, are otherwise not covered by Medicare or covered under qualifying clinical trials.
20. No benefits will be paid for services or supplies related to Genetic Testing.
21. No benefits will be paid for Services and supplies provided to perform transsexual surgery or to evaluate the need for such surgery. Evaluations and subsequent medications and Services necessary to maintain transsexual status are also excluded from coverage, as are complications or medical sequelae of such surgery or treatment.

22. No benefits will be paid for injuries incurred by the operator of a motorized vehicle while such operator is under the influence of intoxicating alcoholic beverage, controlled drugs, or substances. If a blood alcohol level or the DRAEGER ALCO TEST is available and shows levels that are equal to or exceed 0.08 grams percent (gms%) or that exceed the amount allowed by law as constituting legal intoxication, no benefits will be paid.
23. No benefits will be paid for any medical Service or supply which is available to the Covered Person on Guam and which is paid by or reimbursable through a governmental agency or institution that provides medical and healthcare services to low-income or indigent persons, provided however, this exclusion shall not apply to the treatment of any communicable disease as defined in Article 3 of Chapter 3, Title 10, Guam Code Annotated, and for which the Company shall pay for medical services and supplies as is medically necessary for the treatment of Covered Person. However, notwithstanding the aforesaid, in no event will the Company consider the availability of benefits under Medicaid or Medically Indigent Program when paying benefits under this Agreement.
24. No benefits will be paid for dental services including but not limited to, services related to the care, filling, removal or replacement of teeth and treatment of injuries to or diseases of the teeth, dental services related to the gums, apicoectomy (dental root resection), orthodontics, dental splint and other dental appliances, root canal treatment, soft tissue impactions, alveolectomy, augmentation, and vestibuloplasty, treatment of periodontal disease, false teeth, prosthetic restoration of dental implants, maxillary and mandible implants (Osseo integration) and all related services, removal of impacted teeth, bite plates, orthognathic surgery to correct a bite defect. This exclusion does not apply to:
 - a) To procedures deemed medically necessary by patient's physician and pre-authorized by Company.
 - b) Emergency Services stabilize an acute injury to sound natural teeth, the jawbone or surrounding structures, if provided within 48 hours of the injury or as required by PPACA to stabilize and treat a PPACA Emergency.
 - c) Surgical treatment of TMJ as described in the Covered Benefits Section "Temporomandibular Joint Syndrome (TMJ) Services".
 - d) Dental anesthesia when provided according to the conditions described in the Covered Benefits Section, "Limited General Anesthesia for Dental Procedures".
25. No benefits will be paid in connection with elective abortions unless Medically Necessary.
26. No benefits will be paid for vision care services and supplies, including orthoptics (a technique of eye exercises designed to correct the visual axes of eyes not properly coordinated for binocular vision), Lasik, keratoplasty, and radial keratotomy, including related procedures designed to surgically correct refractive errors except as provided in the Covered Benefits section of the Group Health Insurance Certificate.
27. No benefits will be paid for eyeglasses or contact lenses or for Services and supplies in connection with surgery for the purpose of diagnosing or correcting errors in refraction.
28. No benefits will be paid in connection with any injuries sustained while the Covered Person is operating any wheeled vehicle during an organized, off-road, competitive sporting event.
29. No benefits will be paid for personal comfort or convenience items, including those services and supplies not directly related to medical care, such as guest meals and accommodations, barber services, telephone charges, radio and television rentals, homemaker services, travel expenses, take-home supplies.
30. No benefits will be paid for hypnotherapy.
31. No benefits will be paid for religious, marital and sex counseling, including services and treatment related to religious counseling, marital/relationship counseling, and sex therapy.
32. No benefits will be paid for cosmetic Surgery, or other services intended primarily to improve the Member's appearance or treatment relating to the consequences of, or as a result of, Cosmetic Surgery. This exclusion does not apply to:
 - a) Medically Necessary reconstructive surgery as described in the Covered Benefits sections Mastectomy and Reconstructive Breast Surgery or Reconstructive Surgery.
 - b) surgery to correct the results of injuries causing an impairment;

- c) surgery as a continuation of a staged reconstruction procedure, including but not limited to post-mastectomy reconstruction;
 - d) surgery to correct congenital defects necessary to restore normal bodily functions, including but not limited to, cleft lip and cleft palate.
33. No benefits will be paid for routine foot/hand care, including routine reduction of nails, calluses and corns.
 34. Except as otherwise provided in this agreement, no benefit will be paid for specific non-standard allergy services and supplies, including but not limited to, skin titration (wrinkle method), cytotoxicity testing (Bryan's Test), treatment of non-specific candida sensitivity, and urine autoinjections.
 35. No benefits will be paid for Services and supplies associated with growth hormone treatment unless the Covered Person is proven to have growth hormone deficiency using accepted stimulated growth hormone analyses and also shows an accelerated growth response to growth hormone treatment. Under no circumstances will growth hormone treatment be covered to treat short stature in the absence of proven growth hormone deficiency.
 36. No benefits will be paid for Services and supplies provided for liposuction.
 37. No benefits will be paid for weight reduction programs, or dietary supplements, except as pre-authorized by Company for the Medically Necessary treatment of morbid obesity.
 38. No benefits will be paid for any drug, food substitute or supplement or any other product, which is primarily for weight reduction unless medically necessary.
 39. Except as provided in this Agreement, or unless medically necessary for the treatment of Morbid Obesity or other disease, no benefits will be paid in connection with gastric bypass, stapling or reversal if for the purpose of weight reduction or aesthetic purposes.
 40. No benefits will be paid for surgical operations, procedures or treatment of obesity, except when pre-authorized by Company.
 41. No benefits will be paid for the treatment of male or female Infertility, including but not limited to:
 - a) The purchase of donor sperm and any charges for the storage of sperm;
 - b) The purchase of donor eggs and any charge associated with care of the donor required for donor egg retrievals or transfers or gestational carriers;
 - c) Charges associated with cryopreservation or storage of cryopreserved embryos (e.g. office, hospital, ultrasounds, laboratory tests, etc.);
 - d) Home ovulation prediction kits;
 - e) Injectable Infertility medications, including but not limited to, menotropins, hCG, GnRH agonists, IVIG;
 - f) Artificial Insemination, including in vitro fertilization (IVF), gamete intrafallopian tube transfer (GIFT), zygote intrafallopian tube transfer (ZIFT), and intracytoplasmic sperm injection (ICSI), and any advanced reproductive technology ("ART") procedures or services related to such procedures;
 - g) Any charges associated with care required for ART (e.g., office, Hospital, ultrasounds, laboratory tests, etc.);
 - h) Donor egg retrieval or fees associated with donor egg programs, including but not limited to fees for laboratory tests;
 - i) Any charge associated with a frozen embryo transfer including but not limited to thawing charges;
 - j) Reversal of sterilization surgery; and
 - k) Any charges associated with obtaining sperm for ART procedures.
 42. Except as provided in this Agreement, no benefits will be paid for the purchase or rental of durable or disposable medical equipment and supplies, other than for :

- a) equipment and supplies used in a Hospital or Skilled Nursing Facility or in conjunction with an approved Hospital or Skilled Nursing Facility confinement or as otherwise noted in the Agreement or
 - b) items covered as preventive care under well-women coverage such as breastfeeding supplies in accordance with reasonable medical management techniques.
43. No benefits will be paid for household equipment, including but not limited to, the purchase or rental of exercise cycles, water purifiers, hypo-allergenic pillows, mattresses or waterbed, whirlpool or swimming pools, exercise and massage equipment, central or unit air conditioners, air purifiers, humidifiers, dehumidifiers, escalators, elevators, ramps, stair glides, emergency alert equipment, handrails, heat appliances, improvements made to a Member's house or place of business, and adjustments to vehicles.
 44. No benefits will be paid for outpatient supplies (except diabetic supplies), including but not limited to, outpatient medical consumable or disposable supplies such as syringes, incontinence pads, and elastic stockings.
 45. No benefits will be paid for Services and supplies provided for penile implants of any type.
 46. No benefits will be paid for Services and supplies to correct sexual dysfunction.
 47. Except as specifically provided, if a benefit is excluded, all Hospital, surgical, medical treatments, prescription drugs, laboratory services, and x-rays in relation to the excluded benefits are also excluded as of the time it is determined that the benefit is excluded.
 48. Except as specifically provided in this Agreement, no benefits will be provided for Services and supplies not ordered by a Physician or not Medically Necessary.
 49. No benefits will be paid for temporomandibular joint disorder treatment (TMJ) including treatment performed by prosthesis placed directly on the teeth except as covered in the Covered Benefits Section
 50. Except as specifically provided in this Agreement, no benefits will be paid for corrective appliances, artificial aids and durable equipment.
 51. No benefits will be paid for Services for which the Covered Person or Subscriber is not legally obligated to pay.
 52. No benefit will be paid for ambulance services when used for routine and convenience transportation to receive outpatient or inpatient services, unless deemed medically necessary with prior authorization obtained from Company.
 53. No benefit will be paid for elective or voluntary enhancement procedures, surgeries, services, supplies and medications including, but not limited to, hair growth, hair removal, hair analysis, sexual performance, athletic performance, anti-aging, and mental performance, even if prescribed by a Physician.
 54. No benefits will be paid for hospital take-home drugs.
 55. No benefits will be paid for fees for any missed appointments or voluntary transfer of records as requested by the Covered Person.
 56. No benefits will be paid for educational services. Special education, including lessons in sign language to instruct a Member, whose ability to speak has been lost or impaired, to function without that ability, are not covered.
 57. No benefits will be paid for Intelligence, IQ, aptitude ability, learning disorders, or interest testing not necessary to determine the appropriate treatment of a psychiatric condition.
 58. No benefits will be paid for Psychoanalysis or psychotherapy credited toward earning a degree or furtherance of education or training regardless of diagnosis or symptoms or whether providing or receiving the Service.
 59. No benefits will be paid for non-medically necessary services, including but not limited to, those services and supplies:
 - a) Which are not Medically Necessary for the diagnosis and treatment of illness, injury, restoration of physiological functions, or covered preventive services;
 - b) That do not require the technical skills of a medical, mental health or a dental professional;
 - c) Furnished mainly for the personal comfort or convenience of the Member, or any person who cares for the Member, or any person who is part of the Member's family, or any Provider;

- d) Furnished solely because the Member is an inpatient on any day in which the Member's disease or injury could safely and adequately be diagnosed or treated while not confined;
 - e) Furnished solely because of the setting if the service or supply could safely and adequately be furnished in a Physician's or a dentist's office or other less costly setting.
60. As required by HIPAA, no source-of-injury exclusion, such as exclusion 28 for off-road sporting events, will apply if the accident resulted from an act of domestic violence or a medical condition (including both physical and mental health conditions).

EXHIBIT J

DENTAL PLAN DESIGNS

Offerors should provide proposals for the following Dental plans: 1) The existing plan design, 2) The alternative plan design components outlined below, 3) Retiree Supplemental Plan, and 4) proposals for an existing plan design covered at 100% for Foster Plan.

EXISTING PLAN DESIGN

Dental benefits must include at least the following coverage at participating dentists:

- 100% coverage for diagnostic and preventive services
- 80% coverage for fillings, simple extractions and surgical extractions
- 80% coverage for anesthesia, such as conscious sedation and nitrous oxide/analgesia (laughing gas), for children under age 13
- 50% coverage for endodontics, periodontics and prosthodontics, including crowns and bridges
- \$1,000 annual plan maximum (no separate maximums on benefits may be imposed)

ALTERNATIVE PLAN DESIGNS

1. Dental Plan alternatives are also requested including:
 - a) Annual Maximum at \$1,500
 - b) Annual Maximum at \$2,000
2. Dental Plan enrollment unbundled from Medical Plan: Provide any cost differential to the insured Dental plan rates above if the Medical and Dental plans are unbundled – that is, employees may take Dental without Medical/Drug and vice versa.
3. Major Dental and Replacement care:
 - a) Participating provider covered at 70%
 - b) Non-Participating provider covered at 45%

In the event that negotiations are concluded for a Medicare Supplemental Plan, it is the intention of this RFP that enrollees will be qualified to enroll in the Dental Plan.

EXHIBIT K

DENTAL EXCLUSIONS

Please see the following for a guide to the list of the requested dental exclusions. This guide is to provide general information of dental exclusions. Please refer to the list of dental exclusions listed on the attached proposed contract as the main listing. Please indicate if any are not applicable to your proposed plans, or if there are any additional exclusions in your proposed plans.

1. Work in progress on the effective date of coverage. Work in progress is defined as:
 - A prosthetic or other appliance, or modification of one, where an impression was made before the patient was covered, or
 - A crown, bridge, or cast restoration for which the tooth was prepared before the patient was covered, or
 - Root canal therapy, if the pulp chamber was opened before the patient was covered.
2. Services not specifically listed in the agreement, services not prescribed, performed or supervised by a dentist; services which are not medically or dentally necessary or customarily performed; services that are not indicated because they have a limited or poor prognosis; or services for which there is a less expensive, professionally acceptable alternative.
3. Any service unless required and rendered in accordance with accepted standards or dental practice.
4. A crown, cast restoration, denture or fixed bridge or addition of teeth to one, if work involves a replacement or modification of a crown, cast restoration, denture or bridge installed less than 5 years ago, or one that replaces a tooth that was missing before the date the enrollee became eligible for services under the plan (including previously extracted or missing teeth).
5. Replacement of existing dentures, crowns or fixed bridgework if the existing dentures, crowns or fixed bridgework can be made serviceable.
6. Precision attachments, interlocking device, one component of which is fixed to an abutment or abutments the other is integrated into a fixed or removable prosthesis in order to stabilize and/or retain it; or stress breakers, part of a tooth-borne and/or prosthesis designed to relieve the abutment teeth and their supporting tissues from harmful stress .
7. Replacement of lost or stolen appliance, or replacement of any appliance damaged while not in the mouth.
8. Any service for which the enrollee received benefits under any other coverage offered by the company.
9. Spare or duplicate prosthetic devices.
10. Services included, related to or required for:
 - Implants;
 - Cosmetic purposes;
 - Services or appliances to change the vertical dimension or to restore or maintain the occlusion, including but not limited to equilibrium, full mouth rehabilitation and restoration for malalignment of teeth;
 - Temporomandibular joint (TMJ) or craniomandibular disorders, myofunctional therapy or the correction or harmful habits;
 - Experimental procedures; and
 - Intentionally self-inflicted injury unless resulting from a medical condition (including physical or mental conditions) or from domestic violence.
11. Any over the counter drugs or medicine, unless prescribed by a dentist or physician.
12. Fluoride varnish.
13. Charges for finance charge, broken appointments, completion of insurance forms or reports, providing records, oral hygiene instruction, pit and fissure sealants and dietary instruction, or lack of cooperation on the part of the patient.
14. Charges in excess of the amount allowed by the plan for a covered service.
15. Any treatment, material, or supplies which are for orthodontic treatment, including extractions for orthodontics.
16. Services for which no charge would have been made had the agreement not been in effect.
17. Surgical grafting procedures.

18. General anesthetic, conscious sedation, and other forms of relative analgesia, except as otherwise specifically provided herein, unless deemed medically necessary by patient's dentist or physician and pre-authorized by Company.
19. Services paid for by Workers' Compensation.
20. Charges incurred while confined as an inpatient in hospital unless such charges would have been covered had treatment been rendered in dental office.
21. Treatment and/or removal of oral tumors.
22. All surgical procedures except for surgical extractions of teeth and periodontal surgeries performed by a dentist.
23. Panoramic x-ray or full mouth x-ray if provided less than 3 years from the covered person's last full mouth x-ray; and full mouth x-rays if provided less than three years from Covered Person's last panoramic x-ray.

EXHIBIT L

Form B
AFFIDAVIT re NON-COLLUSION

CITY OF _____)
STATE OF _____) ss.

_____ [state name of affiant signing below], being first duly sworn, deposes and says that:

1. The name of the offering company or individual is [state name of company]
_____.

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the Government of Guam or any other offeror, or to secure any advantage against the Government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this ____ day of _____, 201__.

NOTARY PUBLIC
My commission expires _____, _____.

EXHIBIT L

Form D
AFFIDAVIT re ETHICAL STANDARDS

CITY OF _____)
STATE OF _____) ss.

_____ [state name of affiant signing below], being first duly sworn, deposes and says that:

The affiant is _____ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any Government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any Government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this ____ day of _____, 201__.

NOTARY PUBLIC
My commission expires _____, _____.

EXHIBIT L

Form F

DECLARATION re COMPLIANCE WITH U.S. DOL WAGE DETERMINATION

Procurement No.: _____

Name of Offeror Company: _____

I, _____ hereby **certify under penalty of perjury**:

(1) That I am _____ [*please select one: the offeror, a partner of the offeror, an officer of the offeror*] making the bid or proposal in the foregoing identified procurement;

(2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which read:

§ 5801. Wage Determination Established.

In such cases where the Government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the Government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the Government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the Government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the Government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

(3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;

(4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor.
[INSTRUCTIONS - Please attach!]

Signature _____

Date _____

EXHIBIT L

Wage Determination List

See attached.

WD 05-2147 (Rev.-19) was first posted on www.wdol.gov on 01/05/2016

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2005-2147

Daniel W. Simms | Division of | Revision No.: 19
Director | Wage Determinations | Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	12.50	
01012 - Accounting Clerk II	13.53	
01013 - Accounting Clerk III	15.59	
01020 - Administrative Assistant	17.67	
01040 - Court Reporter	15.38	
01051 - Data Entry Operator I	10.48	
01052 - Data Entry Operator II	11.99	
01060 - Dispatcher, Motor Vehicle	13.06	
01070 - Document Preparation Clerk	12.25	
01090 - Duplicating Machine Operator	12.25	
01111 - General Clerk I	10.29	
01112 - General Clerk II	11.28	
01113 - General Clerk III	12.32	
01120 - Housing Referral Assistant	17.15	
01141 - Messenger Courier	10.12	
01191 - Order Clerk I	11.23	
01192 - Order Clerk II	12.25	
01261 - Personnel Assistant (Employment) I		14.33
01262 - Personnel Assistant (Employment) II		14.90
01263 - Personnel Assistant (Employment) III		16.48
01270 - Production Control Clerk	18.34	
01280 - Receptionist	9.67	
01290 - Rental Clerk	11.10	

01300 - Scheduler, Maintenance	13.75
01311 - Secretary I	13.75
01312 - Secretary II	15.38
01313 - Secretary III	17.15
01320 - Service Order Dispatcher	11.57
01410 - Supply Technician	17.67
01420 - Survey Worker	15.26
01531 - Travel Clerk I	11.61
01532 - Travel Clerk II	12.57
01533 - Travel Clerk III	13.44
01611 - Word Processor I	12.25
01612 - Word Processor II	13.75
01613 - Word Processor III	15.38
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	13.34
05010 - Automotive Electrician	13.06
05040 - Automotive Glass Installer	12.10
05070 - Automotive Worker	12.10
05110 - Mobile Equipment Servicer	8.59
05130 - Motor Equipment Metal Mechanic	13.06
05160 - Motor Equipment Metal Worker	12.10
05190 - Motor Vehicle Mechanic	13.06
05220 - Motor Vehicle Mechanic Helper	10.12
05250 - Motor Vehicle Upholstery Worker	12.10
05280 - Motor Vehicle Wrecker	12.10
05310 - Painter, Automotive	12.37
05340 - Radiator Repair Specialist	12.10
05370 - Tire Repairer	7.81
05400 - Transmission Repair Specialist	12.10
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.47
07041 - Cook I	9.54
07042 - Cook II	11.78
07070 - Dishwasher	7.25
07130 - Food Service Worker	7.78
07210 - Meat Cutter	11.86
07260 - Waiter/Waitress	7.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	14.38
09040 - Furniture Handler	8.85
09080 - Furniture Refinisher	14.38
09090 - Furniture Refinisher Helper	10.66
09110 - Furniture Repairer, Minor	12.51
09130 - Upholsterer	14.38
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.23
11060 - Elevator Operator	8.23
11090 - Gardener	10.99
11122 - Housekeeping Aide	8.33
11150 - Janitor	8.23
11210 - Laborer, Grounds Maintenance	9.14
11240 - Maid or Houseman	7.25
11260 - Pruner	8.23
11270 - Tractor Operator	10.33
11330 - Trail Maintenance Worker	9.14
11360 - Window Cleaner	9.14

12000 - Health Occupations		
12010 - Ambulance Driver	15.81	
12011 - Breath Alcohol Technician	15.81	
12012 - Certified Occupational Therapist Assistant		21.70
12015 - Certified Physical Therapist Assistant		21.70
12020 - Dental Assistant	13.20	
12025 - Dental Hygienist	29.85	
12030 - EKG Technician	23.96	
12035 - Electroneurodiagnostic Technologist		23.96
12040 - Emergency Medical Technician		15.81
12071 - Licensed Practical Nurse I	14.14	
12072 - Licensed Practical Nurse II	15.81	
12073 - Licensed Practical Nurse III	17.63	
12100 - Medical Assistant	11.54	
12130 - Medical Laboratory Technician		14.14
12160 - Medical Record Clerk		11.82
12190 - Medical Record Technician		13.59
12195 - Medical Transcriptionist		14.14
12210 - Nuclear Medicine Technologist		34.75
12221 - Nursing Assistant I	10.03	
12222 - Nursing Assistant II	11.30	
12223 - Nursing Assistant III	12.31	
12224 - Nursing Assistant IV	13.84	
12235 - Optical Dispenser	15.81	
12236 - Optical Technician	14.14	
12250 - Pharmacy Technician		13.41
12280 - Phlebotomist	13.84	
12305 - Radiologic Technologist		22.64
12311 - Registered Nurse I	20.70	
12312 - Registered Nurse II	25.32	
12313 - Registered Nurse II, Specialist		25.32
12314 - Registered Nurse III	30.64	
12315 - Registered Nurse III, Anesthetist		30.64
12316 - Registered Nurse IV	36.72	
12317 - Scheduler (Drug and Alcohol Testing)		19.59
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	15.06	
13012 - Exhibits Specialist II	18.66	
13013 - Exhibits Specialist III	22.83	
13041 - Illustrator I	15.06	
13042 - Illustrator II	18.66	
13043 - Illustrator III	22.83	
13047 - Librarian	20.66	
13050 - Library Aide/Clerk	12.00	
13054 - Library Information Technology Systems Administrator		18.66
13058 - Library Technician	15.06	
13061 - Media Specialist I	13.46	
13062 - Media Specialist II	15.06	
13063 - Media Specialist III	16.80	
13071 - Photographer I	12.82	
13072 - Photographer II	14.32	
13073 - Photographer III	17.75	
13074 - Photographer IV	21.73	
13075 - Photographer V	26.30	
13110 - Video Teleconference Technician		12.91

14000 - Information Technology Occupations		
14041 - Computer Operator I		13.65
14042 - Computer Operator II		15.76
14043 - Computer Operator III		17.56
14044 - Computer Operator IV		19.50
14045 - Computer Operator V		21.81
14071 - Computer Programmer I	(see 1)	15.73
14072 - Computer Programmer II	(see 1)	19.50
14073 - Computer Programmer III	(see 1)	23.84
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	24.23
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		13.65
14160 - Personal Computer Support Technician		19.50
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		24.23
15020 - Aircrew Training Devices Instructor (Rated)		29.32
15030 - Air Crew Training Devices Instructor (Pilot)		33.30
15050 - Computer Based Training Specialist / Instructor		24.23
15060 - Educational Technologist		22.82
15070 - Flight Instructor (Pilot)		33.30
15080 - Graphic Artist		20.47
15090 - Technical Instructor		17.65
15095 - Technical Instructor/Course Developer		21.58
15110 - Test Proctor		13.87
15120 - Tutor		13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		8.08
16030 - Counter Attendant		8.08
16040 - Dry Cleaner		9.34
16070 - Finisher, Flatwork, Machine		8.08
16090 - Presser, Hand		8.08
16110 - Presser, Machine, Drycleaning		8.08
16130 - Presser, Machine, Shirts		8.08
16160 - Presser, Machine, Wearing Apparel, Laundry		8.08
16190 - Sewing Machine Operator		9.86
16220 - Tailor		10.33
16250 - Washer, Machine		8.46
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		14.49
19040 - Tool And Die Maker		18.20
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		12.49
21030 - Material Coordinator		18.34
21040 - Material Expediter		18.34
21050 - Material Handling Laborer		10.65
21071 - Order Filler		9.66
21080 - Production Line Worker (Food Processing)		12.49
21110 - Shipping Packer		13.33
21130 - Shipping/Receiving Clerk		13.33
21140 - Store Worker I		13.23
21150 - Stock Clerk		18.58
21210 - Tools And Parts Attendant		12.49
21410 - Warehouse Specialist		12.49
23000 - Mechanics And Maintenance And Repair Occupations		

23010 - Aerospace Structural Welder	20.69
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23080 - Aircraft Worker	17.38
23110 - Appliance Mechanic	14.49
23120 - Bicycle Repairer	9.74
23125 - Cable Splicer	15.43
23130 - Carpenter, Maintenance	13.00
23140 - Carpet Layer	13.55
23160 - Electrician, Maintenance	14.99
23181 - Electronics Technician Maintenance I	14.72
23182 - Electronics Technician Maintenance II	15.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	12.60
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	11.67
23311 - Fuel Distribution System Mechanic	15.43
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.95
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	11.67
23392 - Gunsmith II	13.55
23393 - Gunsmith III	15.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.76
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	16.55
23430 - Heavy Equipment Mechanic	15.15
23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43
23465 - Laboratory/Shelter Mechanic	14.49
23470 - Laborer	10.65
23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38
23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01

23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	7.35
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90
27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	7.37
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.53
28042 - Carnival Equipment Repairer	10.08
28043 - Carnival Equipment Worker	7.78
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.20
29020 - Hatch Tender	15.20
29030 - Line Handler	15.20
29041 - Stevedore I	14.22
29042 - Stevedore II	16.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18

30040 - Civil Engineering Technician	21.93	
30061 - Drafter/CAD Operator I	17.49	
30062 - Drafter/CAD Operator II	19.56	
30063 - Drafter/CAD Operator III	20.74	
30064 - Drafter/CAD Operator IV	24.21	
30081 - Engineering Technician I	14.62	
30082 - Engineering Technician II	16.41	
30083 - Engineering Technician III	18.36	
30084 - Engineering Technician IV	22.34	
30085 - Engineering Technician V	27.83	
30086 - Engineering Technician VI	33.66	
30090 - Environmental Technician	21.10	
30210 - Laboratory Technician	20.74	
30240 - Mathematical Technician	23.34	
30361 - Paralegal/Legal Assistant I	19.06	
30362 - Paralegal/Legal Assistant II	21.53	
30363 - Paralegal/Legal Assistant III	26.35	
30364 - Paralegal/Legal Assistant IV	30.80	
30390 - Photo-Optics Technician	21.93	
30461 - Technical Writer I	22.17	
30462 - Technical Writer II	27.10	
30463 - Technical Writer III	32.79	
30491 - Unexploded Ordnance (UXO) Technician I		22.74
30492 - Unexploded Ordnance (UXO) Technician II		27.51
30493 - Unexploded Ordnance (UXO) Technician III		32.97
30494 - Unexploded (UXO) Safety Escort		22.74
30495 - Unexploded (UXO) Sweep Personnel		22.74
30620 - Weather Observer, Combined Upper Air Or	(see 2)	20.74
Surface Programs		
30621 - Weather Observer, Senior	(see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide	8.15	
31030 - Bus Driver	9.69	
31043 - Driver Courier	8.97	
31260 - Parking and Lot Attendant		7.25
31290 - Shuttle Bus Driver		9.99
31310 - Taxi Driver	8.21	
31361 - Truckdriver, Light	8.97	
31362 - Truckdriver, Medium		11.61
31363 - Truckdriver, Heavy		12.48
31364 - Truckdriver, Tractor-Trailer		12.48
99000 - Miscellaneous Occupations		
99030 - Cashier	7.46	
99050 - Desk Clerk	9.70	
99095 - Embalmer	22.74	
99251 - Laboratory Animal Caretaker I		16.24
99252 - Laboratory Animal Caretaker II		17.04
99310 - Mortician	22.74	
99410 - Pest Controller	13.28	
99510 - Photofinishing Worker	11.95	
99710 - Recycling Laborer	10.76	
99711 - Recycling Specialist	16.27	
99730 - Refuse Collector	10.24	
99810 - Sales Clerk	8.95	
99820 - School Crossing Guard		15.03
99830 - Survey Party Chief		20.30

99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or

disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

EXHIBIT M

COPY OF 2 GAR DIV. 4 § 3114

§3114. Competitive Selection Procedures for Services Specified in §2112 (Authority to Contract for Certain Services and Approval of Contracts) of these Regulations.

(a) **Application.** The provisions of this Section apply to every procurement of the services of accountants, physicians, lawyers, dentists, and other professionals as specified in §2112 (Authority to Contract for Certain Services and Approval of Contracts) of these Regulations.

(b) **Conditions for use of Competitive Selection Procedures.** Except as authorized under 5 GCA §5214 (Sole Source Procurement) or 5 GCA §5215 (Emergency Procurement) of the Guam Procurement Act, competitive selection procedures shall be used for all procurement of the services listed in Section 3114(a) (Application) in excess of \$5,000. Any procurement of such services not in excess of this amount may be procured in accordance with Section 3111 (Small Purchases) of this Chapter.

(c) **Determination Required Prior to Use of Competitive Selection Procedures.** For the purposes of procuring the services specified in § 3114 (a) (Application), any using agency of the territory may act as a Purchasing Agency except as otherwise provided by law. (The Purchasing Agency shall consult with the Chief Procurement Officer or a designee of such office when procuring such services). However, the Chief Procurement Officer may, in his or her discretion, procure services for a using agency when requested. In either case, the head of the using agency or a designee of such officer shall determine in writing, prior to announcing the need for any such services:

- (1) that the services to be acquired are services specified in §3114(a);
- (2) that a reasonable inquiry has been conducted, which shall include requesting the appropriate Personnel Services Department to report on the availability of such personnel, and the territory does not have the personnel nor resources to perform the services required under the proposed contract;
- (3) the nature of the relationship to be established between the using agency and the contractor by the proposed contract; and
- (4) that the using agency has developed, and fully intends to implement, a written plan for utilizing such services which will be included in the contractual statement or work.

(d) **Statement of Qualifications.** When the services specified in §3114(a) (Application) are needed on a recurring basis, the Procurement Officer shall actively solicit persons engaged in providing such services to submit annual statements of qualifications in a prescribed format which shall include the following information:

- (1) technical education and training;
 - (2) general or special experience, certifications, licenses, and membership in professional associations, societies, or boards;
 - (3) an expression of interest in providing a particular service specified in § 3114(a); and
 - (4) any other pertinent information requested by the Procurement Officer.
- Persons may amend statements of qualifications at any time by filing a new statement.

(e) **Public Notice in Competitive Selection Procedures.** Notice of the need for services specified in Section 3114(a) (Application) is made by the Procurement Officer in the form of a Request for Proposals at least ten (10) days before the proposals are due. Adequate public notice shall be given as provided in §3109(f) (Public Notice), and additionally shall consist of distributing Requests for Proposals to persons interested in performing the services required by the proposed contract.

(f) **Request for Proposals.**

(1) Contents. The Request for Proposals shall be in the form specified by the Procurement Officer and contain at least the following information:

- (A) the type of services required;
- (B) a description of the work involved;
- (C) an estimate of when and for how long the services will be required;
- (D) the type of contract to be used;
- (E) a date by which proposals for the performance of the services shall be submitted;
- (F) a statement that the proposals shall be in writing;
- (G) a statement that offerors may designate those portions of the proposals which contain trade secrets or other proprietary data which may remain confidential;
- (H) a statement of the minimum information that the proposal shall contain, to include:
 - (i) the name of the offeror, the location of the offeror's principal place of business and, if different, the place of performance of the proposed contract;
 - (ii) if deemed relevant by the Procurement Officer, the age of the offeror's business and average number of employees over a previous period of time, as specified in the Request for Proposals;
 - (iii) the abilities, qualifications, and experience of all persons who would be assigned to provide the required services;
 - (iv) a listing of other contracts under which services similar in scope, size, or discipline to the required services were performed or undertaken within a period of time, as specified in the Request for Proposals;
 - (v) a plan giving as much detail as is practical explaining how the services will be performed; and
 - (vi) the factors to be used in the evaluation and selection process and their importance.

(2) Evaluation. Proposals shall be evaluated only on the basis of evaluation factors stated in the Request for Proposals. The following factors may be appropriate to use in conducting the evaluation. The relative importance of these and other factors will vary according to the type of services being procured. The minimum factors are:

- (A) the plan for performing the required services;
- (B) ability to perform the services as reflected by technical training and education, general experience, specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the personnel proposed to be assigned to perform the services;
- (C) the personnel, equipment, and facilities to perform the services currently available or demonstrated to be made available at the time of contracting, and
- (D) a record of past performance of similar work.

(g) Pre-Proposal Conferences . Pre-proposal conferences, as appropriate, may be conducted in accordance with §3109(h) (Pre-Bid Conferences). Such a conference may be held any time prior to the date established for submission of proposals.

(h) Receipt and Handling of Proposals.

(1) **Registration.** Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. Proposals shall not be opened publicly nor disclosed to unauthorized persons, but shall be opened in the presence of two or more procurement officials. A Register of Proposals shall be established which shall include for all proposals, the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the services offered. The Register of Proposals shall be opened to public inspection only after award of the contract. Proposals of offerors who are not awarded the contract shall not be opened to public inspection.

(2) **Requests of Nondisclosure of Data.** If the offeror selected for award has requested in writing the nondisclosure of trade secrets and other proprietary data so identified, the head of the agency conducting the procurement or a designee of such office shall examine the request in the proposal to determine its validity prior to entering negotiations. If the parties do not agree as to the disclosure of data in the contract, the head of the agency conducting the procurement or a designee of such officer shall inform the offeror in writing what portion of the proposal will be disclosed and that, unless the offeror withdraws the proposals or protests under 5 GCA Chapter 5 Article 9 (Legal and Contractual Remedies) of the Guam Procurement Act, the proposal will be so disclosed.

(i) **Discussion.**

(1) **Discussions Permissible.** The head of the agency conducting the procurement or a designee of such officer shall evaluate all proposals submitted and may conduct discussions with any offeror. The purposes of such discussions shall be to:

(A) determine in greater detail such offeror's qualifications, and

(B) explore with the offeror the scope and nature of the required services, the offeror's proposed method of performance, and the relative utility of alternative methods of approach.

(2) **No Disclosure of Information.** Discussions shall not disclose any information derived from proposals submitted by other offerors, and the agency conducting the procurement shall not disclose any information contained in any proposals until after award of the proposed contract has been made. The proposal of the offeror awarded the contract shall be opened to public inspection except as otherwise provided in the contract. (See §3114(h)(1), Receipt and Handling of Proposals, Registration).

(3) **Modification or Withdrawal of Proposals.** Proposals may be modified or withdrawn at any time prior to the conclusion of discussions.

(j) **Selection of the Best Qualified Offerors .** After conclusion of validation of qualifications, evaluation, and discussion as provided in §3114(i) (Discussions), the head of the agency conducting the procurement or a designee of such officer shall select, in the order of their respective qualification ranking, no fewer than three acceptable offerors (or such lesser number if less than three acceptable proposals were received) deemed to be the best qualified to provide the required services.

(k) **Submission of Cost or Pricing Data.** The offeror determined to be best qualified shall be required to submit cost or pricing data to the head of the agency conducting the procurement at a time specified prior to the commencement of negotiations in accordance with §3118 (Cost or Pricing Data) of these Regulations.

(l) **Negotiation and Award of Contract.**

(1) **General.** The head of the agency conducting the procurement or a designee of such officer shall negotiate a contract with the best qualified offeror for the required services at compensation determined in writing to be fair and reasonable.

(2) **Elements of Negotiation.** Contract negotiations shall be directed toward:

(A) making certain that the offeror has a clear understanding of the scope of work, specifically, the essential requirements involved in providing the required services;

(B) determining that the offeror will make available the necessary personnel and facilities to perform the services within the required time; and

(C) agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity, and nature of such services.

(3) Successful Negotiation of Contract with Best Qualified Offeror. If compensation, contract requirements, and contract documents can be agreed upon with the best qualified offeror, the contract shall be awarded to that offeror.

(4) Failure to Negotiate Contract With Best Qualified Offeror.

(A) If compensation, contract requirements, or contract documents cannot be agreed upon with the best qualified offeror, a written record stating the reasons therefore shall be placed in the file and the head of the agency conducting procurement or a designee of such officer shall advise such offeror of the termination of negotiations which shall be confirmed by written notice within three days.

(B) Upon failure to negotiate a contract with the best qualified offeror, the head of the agency conducting the procurement or the designee of such officer may enter into negotiations with the next most qualified offeror. If compensation, contract requirements, and contract documents can be agreed upon, then the contract shall be awarded to that offeror. If negotiations again fail, negotiations shall be terminated as provided in Subsection 3114(l)(4)(a) of this Section and commence with the next qualified offeror.

(5) Notice of Award. Written notice of award shall be public information and made a part of the contract file.

(6) Failure to Negotiate Contract with Offerors Initially Selected as Best Qualified. Should the head of the agency conducting the procurement or a designee of such officer be unable to negotiate a contract with any of the offerors initially selected as the best qualified offerors, offers may be resolicited or additional offerors may be selected based on original, acceptable submissions in the order of their respective qualification ranking and negotiations may continue in accordance with Subsection 3114(l)(4) of this Section until an agreement is reached and the contract awarded.

(m) Memorandum of Evaluation and Negotiation. At the conclusion of negotiations resulting in the award of the contract, the head of the agency conducting the procurement or a designee of such officer shall prepare a memorandum setting forth the basis of award including:

(1) how the evaluation factors stated in the Request for Proposals were applied to determine the best qualified offerors; and

(2) the principal elements of the negotiations including the significant considerations relating to price and the other terms of the contract. All memoranda shall be included in the contract file and be available for public inspection.

(n) Approval of Contracts for Legal Services. As provided by §2111 (Authority to Contract for Certain Service, Approval of Contracts for Legal Services) of these Regulations, no contract for the services of legal counsel may be awarded without the approval of the Attorney General.

(o) Reports. The head of each using agency shall submit annually to the Chief Procurement Officer a listing of all contracts awarded under §3114 of these Regulations in the preceding fiscal year. The report shall identify the parties to the contract, the contract amount, duration, and the services to be performed thereunder.